

# Round 18 Farmland Protection Implementation Grants (FPIG)

REQUEST FOR APPLICATIONS (RFA)

**Overview** 

## Welcome!

- For audio, you must call ... 518-549-0500
- WebEx Meeting Number:
  - (1) Tuesday morning (4/6/2021) = **185 907 3941** (followed by #) password: u3EZmhnwG75
  - (2) Wednesday afternoon (10/6/2021) = **185 279 9178** (followed by #) password: KErQcYUh332
- This webinar begins promptly at –
   9:00am (morning session) OR 1:00pm (afternoon session)
   We'll be getting underway shortly.
- When the webinar starts, please mute (\*6) your phone until the Q&A period. Thank you for your cooperation!

## **WELCOME**

(~5 minutes)	Eligible Applicants for this RFA
(~15 minutes)	Eligible Projects for this RFA
(~5 minutes)	Preemptive Purchase Right
(~20 minutes)	Match Contribution Requirements & Associated Stipulations
(~10 minutes)	Available Funds
(~20 minutes)	Overview of Project Deliverables ~ Disbursements
(~10 minutes)	Policy Guidance
(~10 minutes)	Program Specific Questions
(~20 minutes)	Financial Worksheet
	ADJOURN

NOTE: All questions must be submitted in writing; please send to: <a href="mailto:david.behm@agriculture.ny.gov">david.behm@agriculture.ny.gov</a>

## **Eligible Applicants for this RFP**

- (1) any county agricultural and farmland protection board in a county with an approved county agricultural and farmland protection plan **OR**
- (2) any municipality which has in place a "local farmland protection plan"\*

  OR
- (3) any not-for-profit conservation organization that will assist a county or municipality to implement a county or municipal agricultural and farmland protection plan approved by the commissioner **OR**
- (4) any soil and water conservation district that will assist a county or municipality to implement a county or municipal agricultural and farmland protection plan approved by the commissioner

<sup>\*</sup> A "local farmland protection plan" may include a town, village or city comprehensive plan as defined in the Town Law, the Village Law, or General City Law, if such plan includes an element which considers agricultural uses and needs; an open space plan adopted by the municipality which presents strategies for the preservation of viable agricultural land; or any other formal agricultural and farmland protection planning document *provided that if* the plan was developed on or after January 1, 2006, it must comply with section 324-a of Article 25-AAA of the Agriculture and Markets Law. Any applicant intending to submit an application for the first time for a proposed farmland protection implementation project is urged to contact the Department regarding the applicant's eligibility prior to submitting its application. (Refer to pages 4-5 of the RFA.)

## **Eligible Projects for this RFA**

Perpetual conservation easement(s) that result from a PDR or a TDR transaction or from the donation of the full value of development rights are eligible under this RFA.

#### **NOTES:**

- (i) Each proposed project must be associated with viable agricultural land that will result in a perpetual conservation easement.
- (ii) Location of each proposed project must, at a minimum, be consistent with the location of any land or areas proposed to be protected in a county's or a municipality's agricultural and farmland protection plan.
- (iii) Each proposed project must be associated with at least one (1) Farm Operation (as that term is defined in Section 301 of Article 25-AA of the Agriculture and Markets Law). However, any given Farm Operation may be the subject of more than one application provided that requested funding does not overlap the same land. Any portion of a Farm Operation comprised of leased land will be eligible provided that a majority (i.e., more than 50.0%) of the Lessor's acres to be included in the Conservation Easement Project are under the control of a written agricultural lease. NOTE: Provides an opportunity to include all of Lessor's property when setting stage for change of ownership, especially if to Lessee.
- (iv) Publicly owned lands or lands subject to an existing conservation easement (regardless of its duration) are not eligible under this RFA.
- (v) Lands subject to an easement (regardless of its duration) or a lease (regardless of its duration) associated with a cellular communications tower are not eligible under this RFA. As referenced herein, "lands subject to" refers to any portion of the land to be protected by a proposed Conservation Easement Project that is unreasonably restricted by that easement or lease.

## Eligible Projects for this RFA (continued)

An eligible project must satisfy all project eligibility criteria:

- 1. category-specific current Farm Operation requirement(s) (i.e., requirement(s) specific to each eligible category e.g., agroforestry, climate resiliency, equine, food security, horticultural specialties, source water protection, viable agricultural land-other, or vineyard); NOTE: Another webinar will address this topic.
- 2. operation-and-region-specific minimum acreage (i.e., size of Conservation Easement Project), or, alternatively, if the proposed project is arising from the exercise of an option to purchase a perpetual agricultural conservation easement on viable agricultural land associated with an award the applicant entity received from Round 15 FPIG-RFA (Option Agreement Projects); NOTE: Another webinar will address this topic.
- 3. operation-and-region-specific minimum percentage (%) for extent of Active Agricultural Production, or, alternatively, if the proposed project is arising from the exercise of an option to purchase a perpetual agricultural conservation easement on viable agricultural land associated with an award the applicant entity received from Round 15 FPIG-RFA (Option Agreement Projects);

# Eligible Projects for this RFA (continued)

- 4. operation-and-region specific minimum percentage (%) for extent of Productive Soils, or, alternatively, if the proposed project is arising from the exercise of an option to purchase a perpetual agricultural conservation easement on viable agricultural land associated with an award the applicant entity received from Round 15 FPIG-RFA (Option Agreement Projects); NOTE: Another webinar will address this topic.
- 5. site plan for the Conservation Easement Project that is fully consistent with Department guidance regarding land planning for an agricultural conservation easement project (please refer to "Policy Guidance" on page 14 of this RFA), or, *alternatively*, if the proposed project is arising from the exercise of an option to purchase a perpetual agricultural conservation easement on viable agricultural land associated with an award the applicant entity received from Round 15 FPIG-RFA (Option Agreement Projects); and

## Eligible Projects for this RFA (continued)

- 6. use of **one of the following conservation easements** (or, *alternatively*, if the proposed project is arising from the exercise of an option to purchase a perpetual agricultural conservation easement on viable agricultural land associated with an award the applicant entity received from Round 15 FPIG-RFA (Option Agreement Projects):
  - **a.** [required for 87.5% cost share] Department's most current "Model Agricultural Conservation Easement" without modification thereto, **OR**
  - **b.** [allowed for up to 75.0% cost share] applicant easement containing the Department's most current "FPIG Program Required Easement Provisions" without modification thereto, **provided the applicant easement**:
    - i. contains no reference to §247 of New York State General Municipal Law, and
    - ii. shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law, **and**
    - iii. must be consistent with the "Purpose" and "Implementation" provisions as required by the Department;
  - c. [ONLY allowed for "25% plus" cost share] applicant easement version as that to be submitted for funding disbursement approval from the Federal agency administering the Federal farmland protection grant

# Eligible Projects for this RFA (continued)

- 7. satisfies the match contribution requirements and associated stipulations as summarized in table on page 11 of this RFA; and
- 8. includes all required content of the online application as published on New York State Grants Gateway, and as may be supplemented through the posting of any questions and answers pursuant to the "Questions and Answers" section of this RFA.

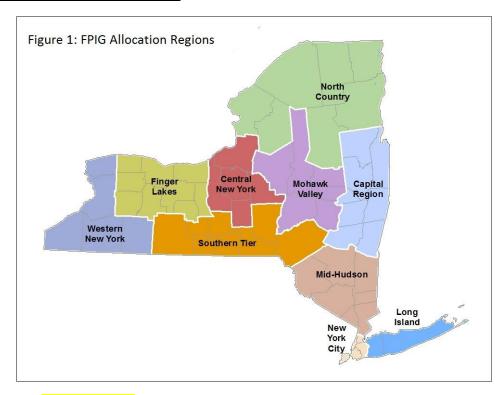
## **Preemptive Purchase Right**

A Preemptive Purchase Right may only be incorporated into a Conservation Easement Project *if* –

- At least 25% of the area to be encumbered by a conservation easement containing a
  Preemptive Purchase Right is comprised of Prime Soils (not "Prime, if drained," or
  "Soils of Statewide Importance," or "Unique Soils").
  - o For example: If a Conservation Easement Project is comprised of three conservation easements, each individual conservation easement area must be comprised of at least 25% Prime Soils before each easement document could include a PPR provision. If any one of those proposed easement areas is not covered by at least 25% Prime Soils, then PPR shall not be incorporated into that particular conservation easement. Therefore, a multiple easement Conservation Easement Project will not necessarily include PPR in each easement document.
- The local cash match (none of which shall be from the participating landowner(s)) fully covers the balance of the cost of the PPR not covered by the State contribution for each conservation easement containing a PPR provision whenever the applicant is requesting up to 75.0% cost-share for the Conservation Easement Project.
- Department-required definition of "Qualified Farmer" is incorporated.
   NOTE: If PPR is incorporated into a Food Security category project, this definition may be altered with approval of the Department this will be addressed in another webinar.

Match Con	tribution Requireme	ents and Associated S	tipulation	s for Conservation	n Easement Projects
Maximum State Award	Maximum State Contribution	Other "Caps" on State Contribution	%	Cash	Other State Requirements
\$2,000,000	87.5% of total project costs	(a) 40% of value of development rights, or \$250,000, whichever is less, toward Preemptive Purchase Right, <i>AND</i> (b) \$10,000 per easement toward easement stewardship	12.5% of total project costs (solely from landowner)	None specified	Use of Department conservation easement
\$2,000,000	Up to 75.0% of total project costs	(a) 40% of value of development rights, or \$250,000, whichever is less, toward Preemptive Purchase Right, AND (b) \$10,000 per easement toward easement stewardship	25.0% of total project costs	5.0% of total project costs or \$5,000, whichever is less, which shall not be borne entirely by landowner (waived if development rights value fully donated);  EXCEPT IF  Preemptive Purchase Right (PPR), then local cash match must increase to fully cover the balance of the cost of the PPR (none of which shall be borne by the landowner(s))	Use of Department-required conservation easement provisions provided remainder of conservation easement -  (a) "shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML," AND  (b) contains no reference to §247 of New York State General Municipal Law, AND  (c) must be consistent with the "Purpose" and "Implementation" provisions as required by the Department
\$500,000	25.0% of purchase price plus all transaction costs [Not available for Food Security, Climate Resiliency, or Source Water Protection categories.]	(a) 40% of value of development rights, or \$250,000, whichever is less, toward Preemptive Purchase Right, <i>AND</i> (b) \$10,000 per easement toward easement stewardship	balance of all project costs	Federal farmland protection grant award	Purpose of conservation easement will (minimally) ensure that the land remains available for agricultura use

## **Available Funds**



Now 10 regions, each of which will receive an equal allocation of available funds.

After March 31, 2022, the Commissioner may award available funds to eligible projects without regard to regional boundaries provided that all projects awarded thereafter are made in the order of the date on which the Department determined that each such project was eligible for an award.

#### **Western New York:**

Allegany, Cattaraugus, Chautaugua, Erie, Niagara

#### **Finger Lakes:**

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

#### **Southern Tier:**

Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins

#### **Central New York:**

Cayuga, Cortland, Madison, Onondaga, Oswego

#### Mohawk Valley:

Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie

#### **North Country:**

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence

#### **Capital Region:**

Albany, Columbia, Greene, Saratoga, Schenectady, Rensselaer, Warren, Washington

#### Mid-Hudson:

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

#### **New York City:**

Bronx, Kings, New York, Richmond, Queens

#### Long Island:

Nassau, Suffolk

## <u>Project Deliverables – Conservation Easement Projects</u>

## **Preliminary Review**

**All Conservation Easement Projects** must receive the Department's preliminary approval before compiling a project file.

To be submitted within 6 months of State approval of your awarded contract:

- (1) Title report *plus* title curatives letter from Grantee attorney;
- (2) **Draft conservation easement(s)** associated with the proposed project, *provided:* 
  - ➤ If award is 87.5% of total project costs, the red-lined<sup>6</sup> draft document submitted shall use the Department's 2016 version as its template (or the most current subsequent version available).
  - ➤ For Conservation Easement Projects receiving an award of 25% of easement purchase price plus transaction costs, the draft document submitted will be the version to be submitted for funding disbursement approval from the Federal agency administering the Federal farmland protection grant.
  - For all other awarded Conservation Easement Projects, the red-lined draft document submitted shall be the Grantee's proposed easement into which the

<sup>&</sup>lt;sup>6</sup> A **"red-lined"** version of the Department's conservation easement is merely a digital file (Word document format) which had "track changes" feature turned on **before any modification** was made to the original digital file of the Department's 2016 version. Thus, the resulting "red-lined" version **shall reveal all modifications** made to it.

<sup>&</sup>lt;sup>7</sup> A "red-lined" version of the applicant's conservation easement is merely a digital file (Word document format) which had "track changes" feature turned on *before any of the Department-required provisions (2016 version) were incorporated into it.* Thus, the resulting "red-lined" version *shall reveal all of the required insertions*.

Department's required provisions (2016 version, or the most current subsequent version available) have been incorporated without modifications thereto. Further, all other provisions of the Grantee's proposed easement must be consistent with the "Purpose" and "Implementation" provisions as required by the Department and the easement document shall contain no reference to §247 of New York State General Municipal Law.; and

(3) **Site plan** (*only if* it has been modified from that represented in applicant's grant proposal) for each draft conservation easement that has been signed by all owners of the land associated with each draft conservation easement and that has also been signed by a representative of the Grantee.

### **NOTE:**

- (i) Preliminary review may include site visit by Department's Farmland Protection Program Manager, Grantee and participating landowner(s) to review the proposed site plan. If inconsistent with Department guidance documents or otherwise deemed unacceptable <u>and</u> unable to resolve to the satisfaction of the Department, the Department may terminate the funding agreement and withdraw the State award.
- (ii) Department review of the title report and title curatives proposed by the Grantee's attorney at this stage will help ensure that substantive title matters are properly resolved early in the overall process.

## <u>Project Deliverables – Conservation Easement Projects</u> (continued)

## **Project File**

To be submitted within 18 months after receiving State approval of your awarded contract:

- (1) Landowner Letter(s) of Intent to Convey Conservation Easement(s) on Viable Agricultural Land signed by each owner of the subject land;
- (2) Financial Worksheet;
- (3) Appraisal report;
- (4) Final draft conservation easement(s);
- (5) **Certification of Title Curatives** from Grantee attorney *plus* associated attachments *(please refer to page 13 of RFA)*; and
- (6) Waiver (of preliminary/final notice of intent) (only if subject land is in an agricultural district and a Grantee is a governmental entity).

## <u>Project Deliverables – Conservation Easement Projects</u> (continued)

## **Final Report**

To be submitted within 120 calendar days after receiving interim payment #2:

- (1) Conservation Easement Closing Certification;
- (2) Title insurance policy;
- (3) Conservation easement defense liability insurance policy (if applicable);
- (4) copy of each recorded **Conservation Easement**;
- (5) **Soil health assessment** (*required for* any *Climate Resiliency* category project or any *Food Security* category project, or for any other category project for which State funds were requested for this specific project cost); and

NOTE: Another webinar will address this topic.

(6) FPIG Project Closing Statement spreadsheet *plus* supporting documentation.

### **NOTES:**

(i) If Final Report is not submitted in a timely fashion or if it is not deemed acceptable, the final payment (equivalent to the State contribution toward (1) easement stewardship and (2) easement defense liability insurance (if applicable), per each conservation easement comprising the project) may be retained by the Department.

## <u>Disbursements – Conservation Easement Projects</u>

TIMING	MILESTONES / DELIVERABLES <sup>8</sup>	SCHEDULED PAYMENT <sup>9</sup> (State Contribution)						
Contract Approval Date	Final approval of funding agreement by New York State.	<ul> <li>(1) Advance Payment includes:</li> <li>\$1,500 title report stipend</li> <li>50% of cost for applicant's &amp; other project partners' staff time</li> <li>50% of cost for applicant's legal fees</li> </ul>						
Month 1 to 6  (After Department notification of State approval of funding agreement)	Submission for Preliminary Review: • Refer to page 12 of RFA							
Month 7 to 8 (After State approval of funding agreement)	Department Preliminary Approval of project.	<ul> <li>(2) Interim Payment #1 includes:</li> <li>Total cost of appraisal</li> <li>Total cost of baseline documentation report</li> <li>Balance of total cost of applicant's and other project partners' staff time</li> <li>Total cost of survey</li> <li>Balance of total cost of applicant's legal fees</li> </ul>						
Month 9 to 18 (After State approval of funding agreement)	Submission of Project File: • Refer to page 13 of RFA							
	Department approval of Project File.	(3) Interim Payment #2 includes:     Balance of contract award less final payment amount.						
120 Calendar Days (After receipt of Interim Payment 2)	Submission of Final Report: • Refer to pages 13-14 of RFA							
	Department approval of Final Report.	<ul> <li>(4) Final Payment includes:</li> <li>\$10,000 per conservation easement</li> <li>Conservation easement defense liability insurance (if applicable)</li> </ul>						

# <u>Disbursements – Conservation Easement Projects</u> (continued)

<sup>&</sup>lt;sup>8</sup> Please adhere to the anticipated dates to ensure prompt completion of the project; doing so will enable efficient and predictable State disbursements. Failure to achieve the noted milestone may result in termination of the funding agreement.

<sup>&</sup>lt;sup>9</sup> Payments disbursed on a first approved, first paid basis. All disbursements to successful applicants are as authorized by the NYS Division of the Budget and the NYS Office of State Comptroller. For a project associated with Federal farmland protection monies, no advance payment shall be disbursed by the State until the successful applicant provides proof of a Federal funding agreement to the Department.

## **BSC Payment Process**

All disbursements are now processed at the Business Service Center (BSC) and every vendor must now submit each of your contract's four Claims For Payment directly to BSC.

Once you have earned each payment, Dave Behm will provide you a pre-filled version of each of the following documents for your use (see illustrations on last page):

- BSC Invoice Submission Form for Vendors please enter an "Invoice Date" before submitting it to the BSC
- Claim For Payment please have an authorized representative sign it, then scan it and submit that scanned image

When you submit each specific Claim to the BSC via an email message directed to <u>AccountsPayable@ogs.ny.gov</u>, please be sure that the order of attachments is as follows (do NOT attach any other documents to that email message):

- 1. Claim For Payment
- 2. BSC Invoice Submission for Vendors

Lastly, <u>please copy Dave Behm and Maureen Irish on your submittal to the BSC</u> so that they may be alerted that you have made a request for payment.

## **Policy Guidance**

The **Department** is providing the following guidance documents to assist in the compilation of a grant application and all required project deliverables:

- "Farmland Protection and Agricultural Districts (GD#1)";
- "Developing a Land Plan for an Agricultural Conservation Easement (GD#3)";
- "<u>Title Commitment and Curatives for Conservation Easements</u>";
- "2016 Model Agricultural Conservation Easement" (required when awarded a State contribution of 87.5% of eligible total project costs);
- "Farmland Protection Implementation Grants (FPIG) Program Required

  Easement Provisions (2016 version)" (if the Department's model conservation
  easement is not used, then these provisions are required to be incorporated into
  the applicant's conservation easement document when awarded a State
  contribution of up to 75% of eligible total project costs, EXCEPT those awarded
  25% of easement purchase price plus all transaction costs);
- "Appraisals for Conservation Easements (GD#6)"; AND
- "Definition of 'Qualified Farmer' for a Preemptive Purchase Right."

## Program Specific Questions (See Grants Gateway Application Submission Instructions as noted below.)

Is this proposed Conservation Easement Project arising from the exercise of an option to purchase a perpetual agricultural conservation easement on viable agricultural land associated with an award the applicant entity received from Round 15 FPIG Request For Applications (Option Agreement Projects)? \*



Extent of Farm Operation associated with Conservation Easement Project category (% of Farm Operation): What extent of Farm Operation total acres are devoted to this category? Given your response to Program Specific Question #b, sum the # of acres in active production of only those Crops, Livestock and Livestock Products required by this category (see Grants Gateway Application Submission Instructions for additional info) and divide that sum by the # of total acres of the Farm Operation (as noted in your response to Program Specific Question #11a, Part 2), then multiply by 100 to determine its %. [PLEASE NOTE: Denominator of this calculation will not be identical to your response to Program Specific Question #3 UNLESS all acres comprising the current Farm Operation will be protected by this Conservation Easement Project.] Please enter the estimated % to the nearest whole number (i.e., no decimal fraction) and please do not type the "%" key when entering your response.

Site Plan: Please submit a site plan that covers the entire proposed Conservation Easement Project. Please refer to Grants Gateway Application

Submission Instructions for detailed instructions regarding the compilation of a complete site plan. If any leased land will be part of the proposed Conservation Easement Project, please clearly delineate each such leased parcel that will be encumbered by the proposed conservation easement(s).

Upload: Choose File No file chosen

Please note the following information from Section 3.7.2 ("Program Specific Questions," page 8) of the *Grants Gateway Application Submission Instructions* pertaining to Program Specific Question #10 (site plan):

In addition to the above requirements for all site plans, please be sure to incorporate these additional items, if applicable, to your application:

<u>Cellular communications tower</u>: For each such tower present on the property, you must depict its location and you must include a legible copy of the lease or easement (or both documents, if applicable) associated with any such tower.

# **Financial Worksheet**

Please note two new line items; those will be covered in another webinar.

If Preemptive Purchase Right is not part of this project, simply leave blank (or enter zero).

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Preemptive Purchase Right associated with each cost-share rate:

- Sample #1 (87.5% cost-share rate) "Before" and "After"
- Sample #2 (up to 75.0% cost-share rate) "Before" and "After"
- Sample #3 ("25%+" cost-share rate) "Before" and "After"

## NOTE:

- Please remember to submit all questions in writing.
- For your convenience, feel free to send them via email to: <u>david.behm@agriculture.ny.gov</u>

Good luck!

Cheers!





**ADJOURN** 

# BSC Invoice Submission Form for Vendors – Claim For Payment –

NEW YORK STATE OF BUSING BUSING	BSC Accounts Payable 1220 Washington Ave Building Jo Floor 5 Albany, NY 12226-1900 Phone; (58) 457-4272 Fax: (518) 457-1879 Email: Accounts Payable Bogs. Iny agov.			
eading typed information, please type as much	are being submitted to the BSC by Vendors. recognition software to capture data entered into d of the information below as possible. Please subm ould be the first document in your attachment, folic	it the form along with your scanned invoice		
Business Unit (SFS GLBU)				
AGM01				
Invoice Date	Invoice Number C00xxxGG			
Invoice Amount	Unit Code/ID			
\$914,193	N/A			
SECTION II: VENDOR INFORMATION				
Vendor Identification Number (10 Digits) 100000xxxx	Vendor Name Farmland Forever Land Trust			
Interim Payment #2				

AC3253-3 (Revited 8114) State of CLAIM FOR PAYMENT New York										
Vendor Information										
Vendor Name Farmland Forever Land Trust Vendor Identification Number										
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I certify that the above bill is just, true and correct, that no part thereof has been pad except as stated and that the balance is actually due and owing, and that taxes from which the State is exempt are excluded.  Discount %										
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Vendor Identification Number			Vendor Lo	ocation ID _	YS Agency	Info		Vendor Address Se	equence	
Voucher ID	Business Unit N	lame			Bus	s. Uni	t	Interest Eligible (Y/N)	Contract ID	
Payment Date (MM) (DD)	(YY)		Obligation	Date (Mi	M) (DD) (YY)			Merch/Inv. Rec'd D	ate (MM) (DD) (YY)	
Withholding Class	Withholding Am	ount	Handling	Code	Payee Amount			Agency Internal Us	e	
Invoice Number					D-	roice (	) -t-			
invoice Number						ioioe t	Jake			
			Peopl	eSoft F	ormat Char	ge	Lines (If	Applicable)		
Business Unit	Department			Program		F	und		Account	
Budget Reference	Project ID			Activity		С	lass		Operating Unit	
Product	Chartfield 1 - Ad	cumulato	or	Chartfield 2	- Agency Use	С	hartfield 3		Amount	
Legacy Format Charge Lines (If Applicable)  Expenditures Liquidation										
		Object		cum	Amount		Orig.Agency	PO/Contract	Liquidation Line	F/P
Dept Cost Center	Var Yr.	,,,,,,	Dept.	Statewide			3- 97			
					-					
Liability Date	Liability Date From Date TC Subledger								Optional	